

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

IN THE MATTER OF THE EMPLOYES OF :
:
: Case No. PERA-R-21-38-E
:
TEMPLE UNIVERSITY :
:

ORDER DIRECTING SUBMISSION OF ELIGIBILITY LIST

On March 18, 2021, the Temple University Police Association (Association or TUPA) filed a Petition for Representation with the Pennsylvania Labor Relations Board (Board). In the Petition, TUPA alleged that it had a 30 percent or more showing of interest in support of TUPA representation of among a unit of all full-time and regular part-time security guards employed by Temple University (University or employer), pursuant to Section 604(3) of the Public Employee Relations Act (PERA or Act). TUPA further alleged that it is an independent labor organization, that it is not affiliated with any other labor organization representing non-guard employees, and that the current collective bargaining agreement between the University and the International Union of Security, Police and Fire Professionals of America, Local 511 (SPFPA), the current certified collective bargaining representative, is a four-year contract that expires on February 28, 2022.

On April 7, 2021, the Secretary of the Board issued an Order and Notice of Hearing, assigning the matter to conciliation, and directing a hearing on Friday, June 11, 2021, if necessary. After conciliation, a hearing became necessary, but the date was continued to July 8, 2021. The University's position is that the dispatchers are not guards within the meaning of the Act. The hearing on July 8, 2021 was conducted via Microsoft Teams video, during which all the parties had a full and fair opportunity to present documents and testimony and to cross-examine witnesses.

The Examiner, on the basis of the testimony and exhibits presented at the hearing, and from all of the matters and documents of record, makes the following:

FINDINGS OF FACT

1. The University is a public employer within the meaning of Section 301(1) of PERA. (N.T. 9-10)
2. TUPA is an employee organization within the meaning of Section 301(3) of PERA. (N.T. 9-10)
3. The SPFPA is an employee organization within the meaning of Section 301(3) of PERA. (N.T. 9-10)
4. The parties stipulated and agreed that the security officers and the police officers in the proposed bargaining unit share an identifiable community of interest. The parties did not stipulate to the community of interest of the dispatchers sought to be included in the proposed bargaining unit. (N.T. 11-12)

5. Dispatchers work in the Temple Communications Center (Comm. Center) in the Police Administration Headquarters Building. Security officers work throughout the University campus in different buildings. Dispatchers answer calls, monitor City of Philadelphia police calls, dispatch University and City police officers in real time, emit general broadcasts, respond to the emergency phones stationed throughout the campus and dispatch officers to those phones based on their locations, which appear on a map viewed by the dispatcher. (N.T. 29-30, 69-70, 125-127, 136, 171-172; Employer Exhibit 2)

6. Dispatchers triage incoming emergency calls for medical emergencies. They ensure that Philadelphia Fire and Rescue respond to medical emergencies and that ambulances are dispatched to the proper emergency location. Upon receiving a call, dispatchers generate incident report numbers in the Computer Aided Dispatch (CAD) system. These reports include the callers' names, addresses, phone numbers and reasons for the call or the matter being reported. The Dispatchers forward those incident numbers to police officers' I-Phones. The police officer can further complete the report after dealing with the incident. (N.T. 30, 125, 132, 136; Employer Exhibit 2)

7. There are over 600 cameras around the University campus. Dispatchers react to them when there is an incident or alarm. (N.T. 74, 126-127, 192-193)

8. The job description for both dispatchers and security officers contains the duties for both positions and is designated as "Job Description: Security Officer/Dispatcher." There are duties in the job description pertaining to dispatchers that security officers do not perform. There are duties in the job description pertaining to security officers that dispatchers do not perform. (N.T. 36-41; Employer Exhibit 2)

9. Prior to 2010, Security Officers rotated into the Comm. Center for 13 weeks and then rotated back out into building security for 13 weeks, alternating between the Comm. Center and the field. Under this system, security officers and dispatchers were one in the same. In 2010, Deputy Director of Administration, Joe Garcia professionalized the dispatch operation and required officers in dispatch to be full-time dispatchers. The dispatchers received specialized training and certifications. (N.T. 65-69)

10. The University invites security officers to apply for vacant positions in dispatch. Regine Johnson was a security officer who became a dispatcher and who received full dispatcher training. (N.T. 87; Employer Exhibit 4)

11. Dispatchers are permitted to work and have worked as security officers on an overtime basis to fill an open security officer shift when no other security officer wanted to voluntarily fill the shift. A dispatcher filling a security officer shift on overtime performs security officer duties while filling that shift. Dispatchers receive security officer training when they are hired as dispatchers. Security officers bid for their shifts by seniority separately from dispatchers. (N.T. 43-45, 49-50, 75, 119, 139-141)

12. When dispatchers work as security officers they perform the duties in the job description that pertain to security officers such as positioning themselves at or near entryways to University buildings, observing and confronting individuals and materials entering and exiting those buildings, assisting in restraining individuals, securing and

inspecting facilities. When dispatchers are hired, they receive 2 weeks of security officer training. (N.T. 101-103, 119, 139, 153; Employer Exhibit 2)

13. Deputy Administrator Garcia has seen dispatchers working as security officers in his building lobby when he went home at night, before COVID and the 12-hour shifts in dispatch. The overtime in dispatch is more attractive to dispatchers than their going out in the field to do overtime as security officers. (N.T. 90, 119)

14. Dispatchers and security officers wear different uniforms, different patches and different badges. The University no longer provides both uniforms to dispatchers and has not done so for the past 3 dispatcher classes. When a person is hired as a dispatcher, they receive 11 weeks of training after which they receive a week of on-the-job training, for a total of 12 weeks of training. Jessica Smith is a Master Dispatcher. She has completed 3 phases of practical training and written testing with a final assessment. She works with the CAD system in the Comm. Center. Training for dispatchers is different than training for security officers. (N.T. 71-73, 75-77, 82-86, 103, 133-134; Employer Exhibits 4-6, 7-12, 109-110, 134-135, 144)

15. Dispatchers must pass a 166-question written examination after their 12-week training relating to the operating procedures and the mechanics of operating radio room equipment. They receive camera training, report training, emergency notification training, CAD training, building blueprint location training, and directory training to notify certain individuals of incidents and emergencies. (N.T. 135)

16. The newer dispatchers, who have not received security officer uniforms, can still work overtime as a security officer. The fact that they do not have a security officer uniform does not prohibit them from working overtime as a security officer. (N.T. 111-112)

17. Dispatchers take on-going in-service training on radio and equipment operations as well as changes in standard operating procedures. They also receive CPR and Active Assailant training to counsel callers during an emergency before police and medical personnel arrive at the scene. Dispatchers and security officers take the same in-service training for matters that affect or apply to the whole University, such as harassment training. (N.T. 79, 81, 154-155)

18. Dispatchers review security cameras on monitors in the Comm. Center. When a dispatcher sees activity that violates the University's rules or threatens property or other individuals, the dispatcher contacts police and/or security officers on their own authority without further clearance. Police officers are obligated to respond to a dispatcher's directives to confront and address criminal behavior or property destruction that the dispatcher sees on a monitor. The dispatcher is directing the police officer to protect the University's property. (N.T. 46-47, 128-130, 147-148)

19. Dispatchers are the "lifeline to the police." They ensure that officers in the field receive needed information to prepare for an incident or situation. When a dispatcher sees something unusual on a monitor, like a vehicle break-in, she will dispatch a police officer to the scene in real time and send that zone's officer to the scene with updated information about the activity. Dispatcher Aliana Saez personally caught 3 people committing

crimes within 3 days before the hearing in this case. (N.T. 78, 128-130, 136, 171-172)

20. At times, the University has banned employees from one or more of its buildings. Dispatchers have notified security officers in a building that a banned employee is attempting to access the building. Dispatchers have access to a banned employee list. They may notify the University's investigation unit to investigate the person attempting to access a building from which he/she has been banned. They may also notify police to ensure the situation does not escalate. (N.T. 128-132)

21. Dispatchers also catch individuals on their monitors graffitiing buildings. The dispatcher determines the location and then dispatches a police officer who is assigned to that zone and describes the property offender/perpetrator to the police officer. (N.T. 130)

22. When a dispatcher is on campus, and not in the Comm. Center, they have the authority to confront and restrain individuals threatening other people or property or violating campus rules, which is the same authority exercised by security officers, although unusual. (N.T. 47-48)

23. For over a year, during COVID, there were vacancies in the Comm. Center and dispatchers' schedules changed from working 5, 8-hour shifts to working 5, 12-hour shifts. The overtime hours in the Comm. Center affected the ability for dispatchers to work overtime as security officers. In 2018-2019, Dispatcher Aliana Saez frequently signed up for voluntary overtime as a security officer. Dispatchers have worked as security officers in their dispatch uniforms as late as January and February 2021. In 2018-2019, Dispatcher Christina Hart worked almost 1000 hours of overtime equally as a security officer and as a dispatcher. When Ms. Hart works as a security officer, she has the full authority of a security officer, for which she has received training. (50-51, 58, 127, 139-141, 144-145, 178-180, 193-194)

24. The University has announced that it will return dispatchers to their pre-COVID normal 8-hour shifts, at which time Dispatcher Saez plans to volunteer for overtime as a security officer, which she did frequently before 12-hour shifts in dispatch. Other dispatchers besides Ms. Saez have worked as security officers. (N.T. 156-159)

25. When Ms. Saez worked overtime as a security officer in the Police Administration Building, she performed security officer duties such as taking complaints and complainant's information, contacting dispatch to have them dispatch a police officer, logging found property and generating receipts for the property, filling out lost property and damaged-vehicle reports. (N.T. 141-142)

26. When Ms. Saez worked as a security officer in the campus dormitories, she watched building monitors and checked I.D. swipes. When an I.D. swipe showed that the person did not belong in the dormitory and it sent up a red flag on the monitor, as a security officer, Ms. Saez would confront the person and stop them from entering the building. She would also log guests in and out of the building. Dispatcher Saez won the Security Officer of the Year Award. (N.T. 142, 145-146)

27. The P-24 post is a security officer post in the Temple Hospital. Security officers assigned to that post monitor security cameras and respond to alarms, which is similar to the duties of security officers posted to the

residence halls. These security officers can dispatch other security officers on their own or contact the Comm. Center to dispatch police or private security. They do not access the CAD system or directly dispatch police officers. (N.T. 59-60, 146, 200-203, 206-207)

28. Security officers, not assigned to the Comm. Center, also watch monitors and respond to alarms at their post. When they are posted to a dormitory building or the Hospital, and a fire alarm is activated at that building, the security officer contacts dispatch which, in turn, contacts police officers and fire personnel providing those responders with updated information provided by the security officer. Security officers watch monitors only for the building at which they are posted. Unlike dispatchers, security officers cannot play back recorded camera footage. (N.T. 169, 171-172, 176, 189, 192-193, 204-205)

DISCUSSION

The University contends that the dispatchers are not guards within the meaning of Section 604(3) and should not be included in the proposed unit of guards. I disagree with the University's position and conclude that the dispatchers are guards within the meaning of Section 604(3). Accordingly, dispatchers are included in the proposed unit of guards with security and police officers and with whom the dispatchers share an identifiable community of interest.

In Fort Pitt Lodge No. 1, Fraternal Order of Police v. City of Pittsburgh, 22 PPER 22150 (Final Order, 1991), the Board concluded that converting physical patrol and observations of the public safety training academy grounds by police officers to an electronic security system monitored by civilians constituted the removal of bargaining unit work because "[a]lthough the employees of the subcontractor rely on an electronic security system rather than their own observations (as did the police officers), they now perform the function of monitoring the academy building which was previously performed by police officers." In Fraternal Order of Police, Reading Lodge No. 9 v. City of Reading, 41 PPER 4 (Final Order, 2010), the Board held that monitoring cameras placed around the City of Reading was a form and extension of patrolling the City's streets and therefore constituted police work that could not be unilaterally assigned to civilians without bargaining. The hearing examiner in Wilkes-Barre Police Benevolent Association v. City of Wilkes-Barre, 42 PPER 35 (PDO, 2011), applied this principle and also concluded that video monitoring of city streets for suspicious or criminal behavior is a subset of patrol and surveillance, which is traditionally a function of police work.

The extensive and complicated work that dispatchers perform in the Comm. Center is equally a part of the security apparatus, to enforce the University's rules for the protection of persons and property at the University, as the work done by the police and security officers. The Board has held that video surveillance is akin to patrolling for suspicious or unlawful behavior. The dispatchers have access to over 600 cameras and extensively monitor campus grounds and buildings for emergencies and suspicious behavior. Indeed, the police officers would not be able to effectively complete the security work at the University if the dispatchers did not notify the police officers of a crime unfolding in real time with the description and information about the perpetrator and victim. Police officers must obey the directives of the dispatchers to respond to an incident. In this manner, the dispatchers are actually the first line of defense and are

in a better position to intercede and prevent property destruction or personal harm. The police officers are less effective without the notifications and information provided by the dispatchers. The dispatchers can describe to a zone officer a perpetrator graffitiing property or breaking into a vehicle. The dispatchers work together with the police to effectively and safely protect property of the University and the people on that property in a timely manner.

Like a three-legged stool, the dispatchers, the security officers and the police officers are each an integral part of the security apparatus at the University. Without any one leg, the security apparatus would not have proper support or functionality. Indeed, as Chief Leone testified: dispatchers are the "lifeline to the police." Moreover, the security officers and the dispatchers have overlapping duties, even when dispatchers are not working as security officers. Security officers monitor cameras in real time at their posts and respond to alarms as do the dispatchers. Security officers do not dispatch police or rewind camera footage as do dispatchers in the Comm. Center. Dispatchers, on the other hand, do not physically confront, restrain or control individuals while working in the Comm. Center. Security officers and dispatchers, however, do perform some of the same functions as co-equal partners in the triadic security apparatus. In this manner, the University's security apparatus contains a co-dependent, symbiotic relationship between dispatchers, police officers and security officers, and the system cannot function without any one of the three groups of security employees.

The University focuses on the difference in job duties between the security officers and the dispatchers in the Comm. Center. There is no question that the functions and roles of the two differ just like the duties and roles of the police officers differ from those of the security officers. The salient point, however, is that all three positions: dispatcher, security officer and police officer, are co-equal branches of a complex security system at the University. Collectively all 3 positions are necessary to effectuate the enforcement of the University's rules to protect persons and property, in general, and against employees during times of labor unrest.

The fact that dispatchers wear different uniforms, patches and badges is of no moment or consequence to deciding the issue presented here. The police officers and security officers also wear different uniforms, badges and patches. They also carry different equipment unique to their respective job duties, yet there is no question in this case that both police officers and security officers are also part of the security apparatus at the University. Also, the newer dispatchers who have not received security officer uniforms can still work as security guards without the security guard uniform. These facts demonstrate that, although a uniform may be required to identify a University employee as a security employee, a certain type of uniform is not necessary to establish that the employee is part of the security force at the University. These facts also demonstrate that the University deems a dispatcher uniform adequate for the purpose of identifying an employee as part of the security team to the public and University employees.

Additionally, dispatchers work overtime as security officers. Not only is there an overlap in duties and training between dispatchers and security officers, but also dispatchers actually serve and work as security officers. In fact, dispatchers are encouraged to do so. Separating the dispatchers out of the unit, after many years of being included, would effectively prohibit

dispatchers from serving as security guards because that would constitute a removal of bargaining unit work contrary to the practices and desires of the University's police administration. If that were the case, the University would have to make overtime for security officers mandatory when no security officers volunteer to fill vacant shifts, which is not the practice or the agreement with the incumbent bargaining representative. Even the University would not want this result, which would also deprive dispatchers of overtime pay when their schedules return to normal 8-hour shifts and would be tantamount to a wage reduction.

The University cites In the Matter of the Employees of Allegheny County, 27 PPER 27152 (PDO, 1996), *aff'd*, 28 PPER 28069 (Final Order, 1997), wherein the Board affirmed an examiner's conclusion that communications specialists were properly excluded from the County's bargaining unit of guards. In the Allegheny County case, the Board stated as follows:

The record reveals that the communications specialists' responsibilities are to dispatch the county police and detectives, monitor the District Attorney's on-call telephone number, dispatch fire marshals and officials from the emergency management office and monitor rain gauges and flash flood watches. During periods of labor unrest in the late 1970s and early 1980s, communications specialists received radio communications from building security guards and dispatched the county police accordingly. The hearing examiner correctly concluded that the receipt and transmission of these radio messages does not make the communications specialists responsible for enforcing the [e]mployer's rules to protect the [e]mployer's property and persons thereon during labor unrest so as to justify a conclusion that the communications specialists are security guards within the meaning of Section 604(3) of PERA.

Allegheny County, *supra*. The record facts in the instant case, however, are distinguishable from the facts in Allegheny County. In this case, unlike in Allegheny County, the Dispatchers actually perform patrol functions in the first instance by monitoring University property and initiating the calls to the police officers. In Allegheny County, the communications specialists did not monitor or patrol the property and relied on security officers to initiate a call to the specialists who would then relay the call to other personnel. Additionally, the fact remains that the dispatchers in this case actually serve as security guards on an overtime basis.

The University also cites to hearing examiner decisions from the early 2000s for the proposition that persons who monitor an employer's property are not guards if they call upon others to enforce the employer's rules to protect its property. Those non-binding decisions, however, contradict Board decisions that monitoring and dispatching constitutes patrolling and that the safety of persons and property depend on the initial discovery of adverse or errant behavior on the property. Pittsburgh, *supra*; Reading, *supra*, Wilkes-Barre, *supra*.

As emphasized by the SPFPA in its post-hearing brief, the National Labor Relations Board has reached the same conclusion as this Board that dispatchers are guards, citing Rhode Island Hospital, 313 NLRB 343, 347 (1993). In Rhode Island Hospital, the National Board opined as follows:

In monitoring the Hospital's closed circuit TV system, [the security dispatchers] are directly responsible for being alert to any incident, situation, or problem which needs responsive action and for reporting such incidents to the proper authorities. Employees performing similar functions have been found to be guards under the [NLRA]. They are also the individuals whom employees and other people call for assistance with problems and emergencies, including those involving security and safety. The fact that dispatchers do not personally confront employees or others, but rather merely report violations, does not defeat their guard status. Because the dispatchers' authority to observe and report infractions is not merely incidental to their other duties, but instead constitutes one of their primary responsibilities which is an essential link in the Hospital's effort to safeguard its employees and enforce its rules, the dispatchers are guards.

Rhode Island Hospital, 313 NLRB at 347. (emphasis original) (citations omitted)

As in Rhode Island Hospital, the dispatchers in this case monitor security cameras, and they are directly responsible for responding to incidents that require a security response by reporting security breaches, property damage and injuries to either the security officers or the police officers. Dispatchers have command authority over other officers, and they are directly involved in emergency matters when they are called for emergency medical assistance and when they are discussing with faculty and students why they may not be permitted access to a particular building. Again, dispatchers are also authorized to personally confront and restrain individuals, not only as dispatchers, but also when working overtime as security officers.

Additionally, the dispatchers in this case are employed by the same public employer, i.e., the University, as the police officers and the security officers. The dispatchers are part of the same security apparatus as the police officers and security officers; they receive similar benefits as those guard employees, and they have a shared bargaining history with those employees. Accordingly, the dispatchers share an identifiable community of interest with the other guard employees, i.e., the security officers and police officers, in the proposed bargaining unit of guards.

CONCLUSIONS

The Examiner, therefore, after due consideration of the foregoing and the record as a whole, concludes and finds as follows:

1. The University is a public employer within the meaning of Section 301(1) of PERA.
2. TUPA is an employee organization within the meaning of Section 301(3) of PERA.
3. The SPFPA is an employee organization within the meaning of Section 301(3) of PERA.
4. The Board has jurisdiction over the parties.

5. The employees in the existing and proposed bargaining unit of guards petitioned for by TUPA and currently represented by the SPFPA, including the dispatchers, the police officers and the security officers share an identifiable community of interest.

6. The unit deemed appropriate for collective bargaining is a subdivision of the employer unit comprised of all full-time and regular part-time guards including but not limited to dispatchers, security officers and police officers, and excluding management level employees, supervisors, first level supervisors, confidential employees and non-guards.

ORDER

In view of the foregoing and in order to effectuate the policies of the Act, the Examiner

HEREBY ORDERS AND DIRECTS

that the University shall within ten (10) days from the date hereof submit to the Board a current alphabetized list of the names and addresses of the employees eligible for inclusion in the unit set forth above.

IT IS HEREBY FURTHER ORDERED AND DIRECTED

that any exceptions to this decision and order may be filed to the order of the Board's Representative to be issued pursuant to 34 Pa. Code § 95.96(b).

SIGNED, DATED and MAILED at Harrisburg, Pennsylvania this sixth day of October, 2021.

PENNSYLVANIA LABOR RELATION BOARD

Jack E. Marino, Hearing Examiner